

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

WILLIAM FINLEY,)	
)	
Complainant,)	
)	
v.)	Case No. 21-0490-WS-CSS
)	
AQUA OHIO, INC.,)	
)	
Respondent.)	

ANSWER

In accordance with Ohio Adm.Code 4901-9-01(D), the Respondent, Aqua Ohio, Inc. (Aqua or the Company), for its answer to the Complaint of William Finley (Complainant), states:

FIRST DEFENSE

1. Aqua admits that Complainant receives water service under a non-residential account ending 6439 (the Account) at 1683 Marion-Waldo Rd., Marion, Ohio 43302 (the Premises).
2. Aqua avers that Complainant contacted the Company to report a leak and inquire about an adjustment to the Account.
3. Aqua avers that the Company, as a courtesy to customers, may grant a one-time credit adjustment to an account during a 12-month period, when a major leak has occurred on the customer's service line that requires repairs and has caused significant excessive increase in consumption.
4. Aqua avers that the Company's leak adjustment program is a voluntary program, not required by any Commission rule or tariff provision, offered to customers with metered

accounts to assist them with the financial burden associated with a high bill caused by a major service line leak.

5. Aqua avers that the Company grants leak adjustments on a case-by-case basis, provided that the customer has sent in proof of the repair being made.

6. Aqua avers that the Company's policy is to apply any leak adjustment only to the highest monthly bill for the account during the affected period, and not to consecutive high bills caused by the same leak.

7. Aqua avers that the Company's Marion Division does not grant leak adjustments to non-residential accounts.

8. Aqua avers that in November 2020, the Company located a leak at the Premises on the service line for which Complainant was responsible (the Service Line Leak).

9. Aqua avers that service to the Account was shut-off on or around November 20, 2020, so that Complainant could repair the Service Line Leak.

10. Aqua avers that, since Complainant's Account was a non-residential account, the Account was not eligible for a leak adjustment and that the Company informed Complainant that the leak adjustment request would be denied for that reason.

11. Aqua avers that the Company applied an abatement credit to Complainant's Account in the amount of \$5,714.00.

12. Aqua avers that the Company calculated the abatement credit by adjusting Complainant's billed usage for November 2020, which was the period of highest usage, to reflect the monthly average of Complainant's billed usage for August, September, October, and December 2020 based on actual meter reads.

13. Aqua avers that the Company advised Complainant that Aqua would apply no additional credits to the Account associated with the Premises related to the Service Line Leak.

14. Aqua avers that it has reviewed the Account and the associated billing statements for accuracy and has not identified any billing errors.

15. Aqua is without sufficient knowledge or information to admit or deny the remaining allegations in the complaint, and generally denies any allegations not specifically admitted or denied in this Answer in accordance with Ohio Adm. Code 4901-9-01(D). Aqua neither attests nor concedes to the authenticity of any document attached to the Complaint.

AFFIRMATIVE DEFENSES

SECOND DEFENSE

16. The complaint does not comply with the Commission's rules requiring "a statement which clearly explains the facts." Ohio Adm. Code 4901-9-01(B). The allegations are not in numbered-paragraph, but narrative, form; many of the allegations and statements in the complaint are compound; and many of the allegations omit numerous details necessary to answer them. The Company has attempted, to the best of its ability, to answer the allegations, but reserves the right to amend its answer in the event it has incorrectly understood the allegations.

THIRD DEFENSE

17. The complaint fails to set forth reasonable grounds for complaint, as required by R.C. 4905.26.

FOURTH DEFENSE

18. The complaint does not set forth a claim for which relief may be granted.

FIFTH DEFENSE

19. The complaint is barred by laches, waiver, and estoppel.

SIXTH DEFENSE

20. Aqua at all times complied with the Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and the Company's tariffs. These statutes, rules, regulations, orders and tariff provisions bar Complainant's claims.

SEVENTH DEFENSE

21. Aqua reserves the right to raise other defenses as warranted by discovery in this matter.

WHEREFORE, Aqua respectfully requests an Order dismissing the complaint and granting it all other necessary and proper relief.

Dated: May 13, 2021

Respectfully submitted,

/s/ Christopher T. Kennedy
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(All counsel willing to accept service by email)

ATTORNEYS FOR AQUA OHIO, INC.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served by mail to the following person this 13th day of May, 2021:

William Finley
1683 Marion-Waldo Rd.
Marion, Oh 43302

/s/ Lucas A. Fykes
One of the Attorneys for Aqua Ohio, Inc.

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in

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Summary: Answer Answer electronically filed by Christopher T Kennedy on behalf of Aqua Ohio, Inc.